

**IN THE MATTER OF AN ARBITRATION
PURSUANT TO THE LABOUR RELATIONS ACT,
1995, SO 1995, c. 1, Sch. A**

B E T W E E N:

METRO ONTARIO INC.

(the “Employer”)

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**

(the “Union”)

- and -

KYLE FRASSO

(the “Grievor”)

Before Arbitrator: Yasmeena Mohamed

Appearances:

For the Employer: Christian Vernon, Counsel

For the Union: Natalie L. Wiley, Counsel

This case proceeded to a hearing in Kingston, Ontario, on December 17, 2015. The Memorandum of Settlement was entered into on December 17, 2015.

CONSENT AWARD

The Parties appointed me pursuant to the collective agreement between them and the *Labour Relations Act, 1995*, 1995, S.O.1995, c.1, to act as the sole Arbitrator with respect to grievances arising out of Mr. Kyle Frasso's employment at Food Basics Store # 640, located on Princess Street, Kingston, Ontario.

On December 17, 2015, the parties entered into the following Minutes of Settlement, wherein the parties have included a request that the Minutes of Settlement be implemented as a Consent Award.

MINUTES OF SETTLEMENT

WHEREAS the United Food and Commercial Workers Canada, Local 175 (the "Union"), Mr. Kyle Frasso (the "Grievor") and Metro Ontario Inc. ("Metro") have agreed to resolve any and all disputes that may exist between them, and specifically without limiting the generality of the foregoing any as set out in the grievance raised in the Arbitration brought today, this 17th day of December, 2015;

AND WHEREAS Mr. Frasso has previously resigned from said employment effective April 24, 2014.

THE PARTIES HERETO AGREE AS FOLLOWS

1. On an annual basis, Metro shall send a package to Store 640 containing copies of the *Policy on Workplace Violence and Harassment* and the *Policy Against Discrimination* for each employee in the store. The Employees of Store #640 will be asked to sign off that they have read and understood said policies when they are delivered.
2. Metro shall post the Human Rights Commission information poster in the lunch room of Store #640.
3. In any harassment or workplace violence investigation at Store #640, Metro shall interview all relevant witnesses (if the witnesses are in the bargaining unit, the interviews shall be conducted with a Steward or the Union Representative present), and will report the outcome of the investigation to the Union in writing.
4. The Grievor, and his heirs, administrators, agents, executors, successors, servants and assigns, do hereby release and forever discharge Metro, its parent, subsidiaries and affiliates, and their officers, administrators, employees, agents, servants, directors, successors and assigns from all claims, grievances, debts, demands, actions, causes of action and damages of any kind or nature whatsoever, arising as a result of his employment with Metro and the termination of such employment, and without

limiting the generality of the foregoing, the issues raised in the grievance advanced to arbitration this 17th day of December, 2015, or which could have been raised. The Grievor further represents that Metro has complied with the *Employment Standards Act, 2000*, as amended (“ESA”), and the *Human Rights Code* in respect of his employment and/or the termination of such employment and declares that he has no complaint against Metro under this or any other employment standards, human rights, other legislation or common law, and this Release shall operate as a complete bar to any later assertion against Metro to the contrary.

5. Both Metro and the Union reconfirm their commitment to abide by article 27.01 of the applicable collective agreement.
6. The Grievor hereby confirms that he has been fully and properly represented in this matter by the Union, and enters into these Minutes of Settlement freely, voluntarily, and without any coercion or duress whatsoever.
7. The parties agree that Ms. Yasmeena Mohammed will remain seized regarding these Minutes of Settlement.
8. The parties agree that Ms. Yasmeena Mohammed will issue an award incorporating the above terms, save and except for the financial terms.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 17th day of December, 2015:

“Lith Martell”, for the Employer, Metro Ontario Inc.

“Simon Baker”, for the Union, United Food and Commercial Workers Canada, Local 175 and 633

“Kyle Frasso”, the Grievor

The parties are hereby ordered to fulfill their respective obligations contained in the Minutes of Settlement, and in all ways to fully and completely comply with all the requirements set out in the Minutes of Settlement.

I shall remain seized with respect to the implementation and interpretation of the Minutes of Settlement and this Consent Award.

Signed at **Mississauga**, this **7th day of January 2016**.

Yasmeena Mohamed, Arbitrator